

DIVISION E1

GENERAL CONDITIONS

- m. Subcontractor: A person, firm, or corporation, other than the Contractor and employees thereof, who supplies labor or materials on a portion of the work.
- n. Ton: The short ton of 2000 pounds.
- 2. Materials and Work: All materials and work shall comply with these specifications. All materials and equipment furnished shall be new and unused, but this requirement shall not preclude the use of recycled materials in the manufacturing processes. All work shall be done by qualified workers in a thorough and workmanlike manner. Materials or workmanship not definitely specified, but incidental to and necessary for the work, shall conform to the best commercial practice for the type of work in question.
- 3. Nondiscrimination: The applicable provisions of Executive Order No. 11246 of September 24, 1965, and Bureau of Land Management regulations pertaining to nondiscrimination in employment in the performance of contracts, are incorporated herein by reference, and made a part hereof as if they were fully set forth herein. During the performance of this Contract, the Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, or physical disability. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
- 4. Governing Law: This Contract shall be governed by the substantive laws of the state of Utah, regardless of whether rules on the conflict of laws would cause a court to look to the laws of any other state or laws of any other jurisdiction. Any action, in law or in equity, concerning any alleged breach of or interpretation of this Contract, or concerning any tort in relation to this Contract or incidental to performance under this Contract, shall be filed only in the state or federal courts located in the state of Utah.
- 5. Patents and Intellectual Property: The Contractor shall fully indemnify IPSC, IPA, and the Operating Agent against any and all liability, whatsoever, by reason of any alleged infringement of any intellectual property rights (including, but not limited, to patents, copyrights, trademarks, or trade secrets) on any article, process, method, or application used in any designs, plans, or specifications provided under this Agreement or by reason of use by IPSC of any article or material specified by the Contractor.
- 6. Contractor's Address and Legal Service: The address given in the Proposal shall be considered the legal address of the Contractor and shall be changed only by written notice to IPSC. The Contractor shall supply an address to which certified mail can be delivered. The delivery of any communication to the Contractor personally, or to such address, or the depositing in the United States Mail, registered or certified with postage prepaid, addressed to the Contractor at such address, shall constitute a legal service thereof.
- 7. Assignment of Contract Prohibited: The Contractor shall not assign or otherwise attempt to dispose of this Contract, or of any of the monies due or to become due thereunder, unless authorized by the prior written consent of the Chief Operations Officer. No right can be asserted against IPSC, IPA, or the Operating Agent, in law or equity, by reason of any assignment or disposition unless so authorized.